

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BRIAN TOTIN,

Plaintiff,

—against—

BOHEMIA REALTY GROUP LLC, SARAH
SALTZBERG, JON GOODELL, KAREN
PAUL, CHELSEA PICKEN and MATTHEW
WARNER KIERNAN,

Defendants.

Civil Action No. 21-CV-5416-KPF

AMENDED COMPLAINT

JURY DEMANDED

The Complaint of the Plaintiff, BRIAN TOTIN, respectfully shows and alleges as follows:

NATURE OF THE ACTION

1. This is an action for copyright infringement arising out of the Defendants’ unauthorized use of nine photographs authored and owned by the Plaintiff, for breach of contract, and for tortious interference with Plaintiff’s contracts, business relationships and prospective economic relations.

2. In *Brian Totin v. Bohemia Realty Group*, 18-CV-3574 (S.D.N.Y.) (hereto after referred to as “Bohemia I”) Defendant BOHEMIA REALTY GROUP LLC (“BRG”) was accused, through the actions of CHELSEA PICKEN (“Picken”), in infringing on five photographs of an apartment at 160 Claremont Avenue in Manhattan. As part of the resolution in that matter, BRG agreed to never use those photographs again. As further explained below, instead of taking reasonable measures to ensure that did not happen, and to supervise their agents as required by law, BRG put

the fox in charge of the henhouse by placing infringer Picken in charge of marketing listings at 160 Claremont Avenue and, as a direct result, a new infringement occurred fifteen months later.

3. Additionally, Defendant BRG engaged in a course of conduct motivated by personal malevolence directed at Plaintiff. Defendant BRG interfered in business relationships and contracts the Plaintiff has with third parties and attempted to cause hundreds of thousands of dollars in economic harm to Plaintiff. Defendant BRG undertook these actions to retaliate against Plaintiff for enforcing his copyrights and for filing this suit.

4. The settlement in Bohemia I resolved only the specific allegations of copyright infringement present in Bohemia I and prohibited Defendant BRG from infringing on the five photographs involved again. Plaintiff attempted to resolve all claims and disputes between the parties, but Defendant BRG refused and only desired to resolve only the specific allegations of copyright infringement present in Bohemia I. Because of Defendant BRG's refusal to resolve all claims when resolving Bohemia I, a copyright infringement by Defendant BRG that occurred during Bohemia I was not addressed or contemplated in the agreement resolving Bohemia I. The negligence by Defendant BRG's counsel in not resolving all claims and disputes between the parties and in not crafting a mechanism to resolve future disputes requires Plaintiff to bring this instant action.

5. The unlawful actions enumerated in this Complaint are part and parcel of how Defendant BRG and its principal brokers have operated their business since its inception. Defendant BRG gains market share not through hard work, skill and fair competition, but rather by interfering with and being a distraction to its competitors, and by exploiting its own agents to do their dirty work. When caught, Defendant BRG and its principal brokers cower behind baseless legal arguments

that they are somehow not liable for the actions of their agents, even though they are statutorily responsible for acts performed by their agents and, in many cases, assisted and instructed their agents to perform those acts.

6. Defendant BRG claims to have a history “with a strong affiliation to the performing arts” that it asserts demonstrates its respect of the intellectual property of others. But, like the producers of old Broadway, Defendant BRG’s “strong affiliation to the performing arts” is that of exploitation, not that of benevolence. It hoists immoral, and quite possibly illegal, independent contractor agreements (“ICA”) upon its agents, taking their rights, their income, and their free speech away in the process. Any person who is a member of the creative arts community would be appalled in seeing the overreach of the Bohemia ICA. Indeed, in reviewing a 2018 New York Times “feel good” piece Defendant BRG’s hired public relations firm shopped to counter potential bad press that it feared it would receive from the Bohemia I case (<https://www.nytimes.com/2018/08/10/realestate/brokers-with-a-song-and-dance.html>), it is of note that, other than the owners of Defendant BRG, not a single agent quoted in the story is still affiliated with Defendant BRG.

7. One needs to only look to the defendants in this case to see that exploitation firsthand. For example, defendant KAREN PAUL (“Paul”) has responsibilities and accountability to Defendant BRG that clearly make her an employee of Defendant BRG, yet it exploits her, and violates her rights as an employee in fact, by shoehorning her into a “independent contractor” status. In applying for, and receiving on May 1, 2020, a \$167,433 Paycheck Protection Program (“PPP”) from the United States Small Business Administration (“SBA”), Defendant BRG claimed to have 32 employees, presumably unlawfully including Paul and other “independent contractors” as

employees. Defendant BRG appears to have continued this fraud against the United States government by applying for, and receiving on March 6, 2021, a \$167,432 Second Drawl PPP loan from the SBA, this time allegedly protecting the paychecks of only 17 “employees.”

8. Plaintiff is a licensed real estate salesperson, affiliated with a non-party licensed real estate broker. As set forth below, Defendants are licensed real estate brokers, associate brokers and salespersons, who, at all times relevant, were affiliated with BRG. These licenses are issued pursuant to Article 12-A of the New York Real Property Law. The State of New York has issued Regulations Affecting Brokers and Salespersons under part 175 of Title 19 NYCRR.

JURISDICTION AND VENUE

9. This is a civil action seeking damages and declaratory and injunctive relief for copyright infringement, arising under 17 U.S.C. §§ 101, et seq.; for breach of contract; and for tortious interference with Plaintiff’s contracts, business relationships and prospective economic relations. This Court has original subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a), as this action asserts copyright claims arising under the laws of the United States. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 as this action asserts claims of breach of contract and tortious interference which are so closely related to the copyright claims in this action that they form part of the same case or controversy.

10. This Court has personal jurisdiction over the Defendants because the Defendants are domiciled in this state, because the Defendants are licensed to do business in this state and because the Defendants conduct continuous, systematic, and routine business within this state and this District. The Defendants also committed the acts alleged herein in this District. The Defendants

infringed upon Plaintiff's copyrights in this District by distributing infringing copies of the Plaintiff's copyrighted works to persons in this District. Defendants further presented copies of the Plaintiff's copyrighted works on Internet websites that attract citizens from this District as viewers. The advertisements that contained the infringed-upon photographs marketed property located within this District. Additionally, when resolving Bohemia I, Plaintiff and Defendant BRG stipulated that the Courts of this District had jurisdiction over any dispute concerning that contract.

11. Venue in this District is proper pursuant to 28 U.S.C. §§ 1391(b),(c),(d), and 1400(a) because Plaintiff's claims arose in this district, because Defendants may be found in this District and because Defendants do business in this District. Defendants infringed upon Plaintiff's copyrights in this District by distributing infringing copies of the Plaintiff's copyrighted works to persons in this District. Defendants further presented copies of the Plaintiff's copyrighted works on Internet websites that attract citizens from this District as viewers. The advertisements that contained the infringed-upon photographs marketed property located within this District. Defendants further committed the acts complained of within this District. Additionally, when resolving Bohemia I, Plaintiff and Defendant BRG stipulated that venue is properly in the Courts of this District concerning any dispute over a breach of that contract.

THE PARTIES

12. The Plaintiff BRIAN TOTIN ("Plaintiff" or "Totin") is a citizen of the State of New York, County of New York.

13. Defendant BRG is a domestic limited liability corporation organized under the laws of the State of New York. BRG is a Licensed Real Estate Broker in the State of New York holding license number 10991208722.

14. Defendant SARAH SALTZBERG (“Saltzberg”) is the co-company broker, co-principal broker and co-owner of Defendant BRG.

15. Defendant JON GOODELL (“Goodell”) is the co-company broker, co-principal broker and co-owner of Defendant BRG.

16. Defendant Paul is a licensed real estate salesperson affiliated with Defendant BRG and is BRG’s “Head of Rentals.”

17. Defendant Picken was, at all times relevant, a licensed real estate salesperson affiliated with Defendant BRG.

18. Defendant MATTHEW WARNER KIERNAN (Kiernan) is a licensed real estate salesperson affiliated with Defendant BRG.

ALLEGATIONS COMMON TO ALL CLAIMS

I. Plaintiff’s Copyrighted Works

19. Plaintiff has duly registered copyrights in and to 190 published photographs under the title “Published works of Brian Totin, 2018, Vol 1” with the United States Copyright Office and has complied with all applicable statutory registration and renewal requirements. The United States

Copyright Office has issued a Certificate of Registration for “Published works of Brian Totin, 2018, Vol 1” under certificate number VA 2-098-415 with an effective date of registration of April 14, 2018. A true and correct copy of registration number VA 2-098-415 is annexed as exhibit A.

20. Plaintiff has duly registered copyrights in and to 217 published photographs under the title “Published works of Brian Totin, 2018, Vol 2” with the United States Copyright Office and has complied with all applicable statutory registration and renewal requirements. The United States Copyright Office has issued a Certificate of Registration for “Published works of Brian Totin, 2018, Vol 2” under certificate number VA 2-115-414 with an effective date of registration of June 28, 2018. A true and correct copy of registration number VA 2-115-414 is annexed as exhibit B.

21. Contained within the group-registered work “Published works of Brian Totin, 2018, Vol 1”, registration number VA 2-098-415, are three photographs titled “860RSDa2Klav.jpg”, “860RSDa2Kmr1.jpg” and “860RSDa2Kmr2.jpg” and contained within the group-registered work “Published works of Brian Totin, 2018, Vol 2”, registration number VA 2-115-414, is a photograph titled “860RSDa2kknew.jpg”.

22. True and correct copies of “860RSDa2Klav.jpg”, “860RSDa2Kmr1.jpg” and “860RSDa2Kmr2.jpg”, as they appear within registration number VA 2-098-415 and “860RSDa2kknew.jpg” as it appears within registration number VA 2-115-414 are annexed as exhibit C.

23. The photographs “860RSDa2Klav.jpg”, “860RSDa2Kmr1.jpg”, “860RSDa2Kmr2.jpg” and “860RSDa2kknew.jpg” are referred to as the 860 Riverside Drive Photographs herein.

24. Plaintiff has duly registered copyrights in and to 717 published photographs under the title “Published works of Brian Totin, 2017, Vol 1” with the United States Copyright Office and has complied with all applicable statutory registration and renewal requirements. The United States Copyright Office has issued a Certificate of Registration for “Published works of Brian Totin, 2017, Vol 1” under certificate number VA 2-096-797 with an effective date of registration of March 7, 2018. A true and correct copy of registration number VA 2-096-797 is annexed as exhibit D.

25. Contained within the group-registered work “Published works of Brian Totin, 2017, Vol 1”, registration number VA 2-096-707, are five photographs titled “160clare2flr1.jpg”, “160clare2fbr1.jpg”, “160clare2fbr2.jpg”, “160clare2fk.jpg”, and “160clare2flav.jpg”.

26. True and correct copies of “160clare2flr1.jpg”, “160clare2fbr1.jpg”, “160clare2fbr2.jpg”, “160clare2fk.jpg”, and “160clare2flav.jpg”, as they appear within registration number VA 2-096-797 are annexed as exhibit E.

27. The photographs “160clare2flr1.jpg”, “160clare2fbr1.jpg”, “160clare2fbr2.jpg”, “160clare2fk.jpg”, and “160clare2flav.jpg” referred to as the 160 Claremont Photographs herein.

28. 860 Riverside Drive Photographs and the 160 Claremont Photographs are hereto after referred as the Totin Copyrighted Works.

29. The operation of 37 CFR § 202.4(i) deems published photographs registered under a group registration as individual original works of authorship. Specifically, a group registration of published photographs individually covers the copyrightable authorship in each work that has been

included in the group and each work in the group is considered to be individually registered as a separate work.

30. The Totin Copyrighted Works are individual original works of authorship and constitute copyrightable subject matter under the Copyright Act, 17 U.S.C. §§ 101, et seq.

31. Plaintiff is the author of the Totin Copyrighted Works.

32. Plaintiff owns the exclusive right to reproduce the Totin Copyrighted Works, distribute copies of the Totin Copyrighted Works to the public and display the Totin Copyrighted Works publicly. Plaintiff is entitled to all of the protections and remedies for the Totin Copyrighted Works accorded to a copyright owner.

II. Defendant's Infringements of the 860 Riverside Drive Photographs

33. Defendants BRG, Saltzberg and Goodell maintain an electronic file server of apartment photographs (the "Bohemia Photo Library").

34. Defendants BRG, Saltzberg and Goodell have the right, ability and responsibility to edit and oversee the Bohemia Photo Library.

35. Defendants BRG, Saltzberg and Goodell provide access to the Bohemia Photo Library to their affiliated agents by providing electronic access, which includes emailing folders of photographs of apartments in the Bohemia Photo Library to their agents.

36. Defendants BRG, Saltzberg and Goodell distribute the photographs contained in the Bohemia Photo Library to their affiliated agents for those agents' use in advertising apartments for rent in New York City.

37. Upon information and belief Defendants BRG, Saltzberg and Goodell permitted the 860 Riverside Drive to be placed, or caused to be placed, into the Bohemia Photo Library.

38. Defendants BRG, Saltzberg and Goodell own, operate and control the content of an internet website at *<https://www.bohemiarealtygroup.com>*.

39. Upon information and belief, Defendants BRG, Saltzberg and Goodell have caused the website *<https://www.bohemiarealtygroup.com>* to be configured and programmed to automatically distribute and publish apartment listings displayed on *<https://www.bohemiarealtygroup.com>* to a variety of websites, including *<http://www.realtor.com>*.

40. Upon information and belief, an agent, or agents, acting with full authority of, and on behalf of, Defendants BRG, Saltzberg and Goodell, published an apartment listing containing the 860 Riverside Drive Photographs to the website *<https://www.bohemiarealtygroup.com>* without any form of authorization of the Plaintiff.

41. Upon information and belief, the apartment listing on the website *<https://www.bohemiarealtygroup.com>* containing the unauthorized publication of the 860 Riverside Drive was automatically distributed and published to the website *<http://www.realtor.com>* due to the prior actions of Defendants BRG, Saltzberg and Goodell.

42. On or about June 22, 2018, Plaintiff discovered the four photographs contained in the 860 Riverside Drive Photographs were published to the website *http://www.realtor.com* (the “realtor.com infringement”) by Defendant BRG without any form of authorization from the Plaintiff.

43. True and correct copies of the realtor.com infringement are annexed to this Complaint as Exhibit F.

44. Upon information and belief, the agent, or agents, acting with full authority of, and on behalf of, Defendants BRG, Saltzberg and Goodell sourced the infringing photographs contained in the realtor.com infringement from the Bohemia Photo Library.

III. Defendant’s Infringements of the 160 Claremont Photographs and breach of contract

45. On August 13, 2018, Plaintiff and Defendant BRG resolved Bohemia I by entering into a “Settlement Agreement and Mutual Release” that identified BRG as “Bohemia”, identified the 160 Claremont photographs as the “Allegedly Infringed Photographs” and stated in relevant part:

Agreement not to use Totin’s Photographs. Bohemia agrees that they will return or destroy any copies of the Allegedly Infringed Photographs that are in their possession as of the Effective Date. Bohemia agrees that they will not use the Allegedly Infringed Photographs for any purpose.

46. On or about March 23, 2019, Defendant BRG began marketing apartment 5F at 160 Claremont Avenue for lease to the public. Additionally, also on or about March 23, 2019, Plaintiff, acting in his capacity as a licensed real estate salesperson affiliated with a non-party licensed real

estate broker, began marketing apartment 5F at 160 Claremont Avenue for lease to the public as well.

47. On or about April 2, 2019, Plaintiff, acting in his capacity as a licensed real estate salesperson affiliated with a non-party licensed real estate broker, began marketing apartment 3F at 160 Claremont Avenue for lease to the public, utilizing the 160 Claremont Photographs in his marketing materials. Additionally, on or about April 9, 2019, Defendant BRG began marketing apartment 3F at 160 Claremont Avenue for lease to the public as well.

48. Upon information and belief, Defendant Paul manages the relationship with the property manager of 160 Claremont Avenue for Defendant BRG.

49. Upon information and belief, Paul was placed in charge of overseeing agent advertising of 160 Claremont Avenue by Defendants BRG, Saltzberg and Goodell, and enjoyed a financial benefit when an apartment at 160 Claremont Avenue was rented.

50. Upon information and belief, Defendant Paul directed Defendant Picken to oversee the marketing of apartments 3F and 5F at 160 Claremont Avenue, including controlling agent access to the property and overseeing their advertising of the property. Upon information and belief, Picken enjoyed a financial benefit when an apartment at 160 Claremont Avenue was rented.

51. On or about July 3, 2019, Plaintiff discovered that BRG and Kiernan, acting on Defendant BRG's behalf, published or caused to be published the five photographs contained in the 160 Claremont Photographs to the website <http://www.bohemiarealtygroup.com> (the "bohemiarealtygroup.com infringement") without any form of authorization by the Plaintiff.

52. True and correct copies of the bohemiarealtygroup.com infringement are annexed to this Complaint as Exhibit G.

53. The bohemiarealtygroup.com infringement advertises property at 160 Claremont Avenue.

54. Upon information and belief, Defendants Paul and Picken had oversight responsibility over Kiernan's advertising of 160 Claremont Avenue.

IV. Defendants' Infringements of the Totin Copyrighted Works

55. Defendants have willfully used photographs owned and authored by the Plaintiff without any form of authorization of the Plaintiff.

56. When initially applying for, or renewing, their license, real estate brokers and salespersons must agree under penalty of perjury to the statement, "I further affirm that I have read and understand the provisions of Article 12-A of the Real Property Law and the rules and regulations promulgated thereunder," including part 175 of Title 19 NYCRR.

57. Under 19 NYCRR §175.25 (b) (1), "Only a real estate broker is permitted to place or cause to be published advertisements related to the sale or lease of property."

58. By operation of law, 19 NYCRR §175.25(b)(1) makes BRG the *de facto* publisher of all apartment rental advertisements placed or caused to be published by its affiliated associate real estate brokers and real estate salespersons, including the advertisements containing the unauthorized use of the Totin Copyrighted Works.

59. It is well established under New York case law that a real estate brokerage and its principal brokers are liable for the misconduct of their affiliated associate real estate brokers and real estate salespersons when that conduct falls under the actual or apparent scope of that affiliated agent's authority, even if the brokerage and its principal brokers had no knowledge of the misconduct.

60. Upon information and belief, and at all times relevant, Defendant BRG maintained a policy that gave authority to its affiliated associate real estate brokers and real estate salespersons to publish apartment rental advertisements on BRG's behalf without prior review by Defendants BRG, Saltzberg or Goodell.

61. In infringing upon the Totin Copyrighted Works, the Defendants either removed or left an identifying watermark.

62. The identifying watermark, the logo of Plaintiff's then-affiliated non-party licensed real estate broker, put Defendants on notice that they did not have the right to publish or otherwise use the Totin Copyrighted Works and further gave Defendants notice that a competitor had a license to publish or otherwise use the Totin Copyrighted Works. The identifying watermark gave Defendants actual knowledge that they did not have the right to publish or otherwise use the Totin Copyrighted Works, but the Defendants did so anyway, in reckless disregard for the copyrights of the Plaintiff.

63. In an effort to resolve this matter, Plaintiff, through his attorney, sent notice to BRG, Saltzberg and Goodell of their infringements of the Totin Copyright Works on or about July 8, 2019.

64. In an effort to resolve this matter, Plaintiff met and conferred with Defendants Saltzberg and Paul in December of 2019.

65. In that December 2019 meeting, Saltzberg stated that the Totin Copyrighted Works were placed in a central database (presumably the Bohemia Photo Library) and that she could not control the actions of her agents.

66. The Defendants committed nine separate willful infringements of the Totin Copyrighted Works.

V. Defendant BRG's Interference with Plaintiff's Contracts and Income

67. As stated above, Plaintiff is a licensed real estate salesperson, affiliated with a non-party licensed real estate broker and Defendant BRG is a licensed real estate broker.

68. Plaintiff's activities as a licensed real estate salesperson are his main source of income. When Plaintiff is the procuring cause of a real estate transaction, the tenant, landlord, or sometimes both the tenant and the landlord, pay a commission to his affiliated non-party licensed real estate broker and Plaintiff's affiliated broker then pays Plaintiff a percentage of that commission.

69. Between Jan 1 and Sept 10 of this year, Plaintiff was paid approximately \$223,895.69 from his affiliated broker for his leasing of 145 properties.

70. Plaintiff is responsible for his advertising costs. Plaintiff pays Zillow Group, Inc ("Zillow") a fee per day and per listing to advertise rentals on the "NYC Rental Network" comprised of four websites.

71. Plaintiff has a contractual relationship with Zillow. Upon information and belief, Defendant BRG has the exact same contractual relationship as Plaintiff with Zillow. Upon information and belief, all Defendants in this matter have the exact same contractual relationship as Plaintiff with Zillow.

72. Zillow has a “Listings Quality Policy” (the “Zillow LQP”) which state in part, “In the event that Zillow Group discovers a violation of any of Zillow Group’s terms of use or policies, Zillow Group may remove all or certain portions of your listings from the Services, terminate your Zillow Group account(s) and/or restrict your access to the Services.”

73. Defendant BRG was fully aware of the Zillow LQP.

74. 19 NYCRR § 175(b)(2)(a) prohibits real estate brokers and salespersons from advertising property “unless the real estate broker has obtained authorization for such advertisement from the owner of the property.”

75. Plaintiff and his co-listing agent were authorized to advertise apartments in 160 Claremont Avenue and 860 Riverside Drive on the NYC Rental Network by the property manager of those buildings.

76. Defendant BRG was also authorized to advertise apartments in 160 Claremont Avenue and 860 Riverside Drive on the NYC Rental Network by the property manager of those buildings.

77. Zillow has no publicly published policy which precludes two or more agents from different firms from advertising listings in a building on the NYC Rental Network. The reason for this is simple; a landlord can work with whatever agent or brokerage they choose. The property manager

of 160 Claremont Avenue and 860 Riverside Drive chose to work with both Plaintiff/Plaintiff's co-listing agent and Defendant BRG.

78. Defendant BRG has many buildings where it advertises on the NYC Rental Network with other firms. One such example is Savoy Park, a seven building, 1802-unit complex in Harlem.

79. On or about September 16, 2020, and as retaliation for Plaintiff's defense of his copyrights, Defendant BRG, or persons authorized to and directed to operate on Defendant BRG's behalf, attempted to cause Zillow to breach its contact with Plaintiff. Defendant BRG falsely accused Plaintiff of violating the Zillow LQP and demanded that Zillow remove Plaintiff's advertising of 160 Claremont Avenue from the NYC Rental Network. This attempt backfired on Defendant BRG, as Zillow instead removed Defendant BRG's advertising of 160 Claremont Avenue from the NYC Rental Network.

80. On or about March 2, 2021, and as retaliation for Plaintiff's defense of his copyrights, Defendant BRG, or persons authorized to and directed to operate on Defendant BRG's behalf, caused Zillow to breach its contact with Plaintiff. Defendant BRG falsely accused Plaintiff of violating the Zillow LQP and demanded that Zillow remove Plaintiff's advertising of 160 Claremont Avenue from the NYC Rental Network. Zillow breached its contact with Plaintiff by removing Plaintiff's advertising of 160 Claremont Avenue from the Zillow NYC Rental Network, while still billing Plaintiff for advertisements placed.

81. Between March 1, 2016, and March 2, 2021, Plaintiff earned approximately \$19,903.97 in income in 23 transactions from his leasing of apartments at 160 Claremont Avenue.

82. Between March 3 and September 10, Plaintiff earned \$612.50 in income from his leasing of one apartment at 160 Claremont Avenue.

83. Upon information and belief, between March 3 and September 10, Defendant BRG leased approximately 10 apartments between apartment at 160 Claremont Avenue, earning a gross income of approximately \$31,754.

84. On or about August 16, 2021, and as retaliation for Plaintiff's filing of this suit, Defendant BRG, or persons authorized to and directed to operate on Defendant BRG's behalf, caused Zillow to breach its contract with Plaintiff. Defendant BRG falsely accused Plaintiff of violating the Zillow LQP and demanded that Zillow remove Plaintiff's advertising of 860 Riverside Drive from the NYC Rental Network. Zillow breached its contract with Plaintiff by removing Plaintiff's advertising of 860 Riverside Drive from the NYC Rental Network, while still billing Plaintiff for advertisements placed.

85. Between March 1, 2016, and August 16, 2021, Plaintiff earned approximately \$3072.86 in income in 6 transactions from his leasing of apartments at 860 Riverside Drive.

86. Defendant BRG caused the removal of the Plaintiff's advertising of 160 Claremont Avenue and 860 Riverside Drive on the NYC Rental Network so Defendant BDG could be the sole advertiser of those properties on the NYC Rental Network.

87. As noted above, one of the remedies available to Zillow for an alleged violation of the Zillow LQP is removal from the service.

88. Of the \$223,895.69 in income Plaintiff earned between Jan 1 and Sept 10 of this year, approximately \$164,387.92, or 73.6%, was derived from leads from the Zillow NYC Rental Network .

89. Of the 145 properties Plaintiff leased between Jan 1 and Sept 10 of this year, approximately 102, or 70.3%, were derived from leads generated from the Zillow NYC Rental Network.

90. Defendant BRG's intent in falsely accusing Plaintiff of violating the Zillow LQP was to effectuate the removal of Plaintiff from the NYC Rental Network service and therefore cause hundreds of thousands of dollars in economic harm to Plaintiff as retaliation for his enforcement of his copyrights.

91. Defendant BRG's actions in causing the removal of the Plaintiff's advertising of 160 Claremont Avenue and 860 Riverside Drive on the NYC Rental Network, as well as its continued infringement of the Plaintiff's copyrights, constituted a single and integrated course of conduct motivated by personal malevolence.

92. Defendant BRG's pattern of behavior has made it virtually impossible for Plaintiff to do business at 160 Claremont Avenue or at 860 Riverside Drive. Defendant BRG's actions have forced Plaintiff to spend time thwarting their interference attempts, and defending his copyrights, that Plaintiff should have been spending trying to rent apartments at 160 Claremont Avenue and 860 Riverside Drive.

93. The listings at 160 Claremont Avenue and at 860 Riverside Drive represent approximately 2% of Plaintiff's income, yet Plaintiff has had to spend many multiples of that percentage in time dealing with Defendant BRG's obnoxious, unethical, and illegal behavior.

FIRST CAUSE OF ACTION
Direct Copyright Infringement
(against Defendant BRG)

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93 as though fully set forth herein.

95. The 860 Riverside Drive Photographs constitute copyrightable subject matter under the Copyright Act, 17 U.S.C. §§ 101, et seq. Plaintiff has recorded the copyrights in and to the 860 Riverside Drive Photographs with the United States Copyright Office and have complied with all applicable statutory registration and renewal requirements.

96. Plaintiff owns the United States copyrights in the 860 Riverside Drive Photographs and the exclusive right to reproduce the 860 Riverside Drive Photographs, distribute copies of the 860 Riverside Drive Photographs to the public and display the 860 Riverside Drive Photographs publicly. Plaintiff is entitled to all of the protections and remedies for the 860 Riverside Drive Photographs accorded to a copyright owner.

97. On information and belief, in direct violation of Plaintiff's exclusive rights, Defendant BRG has directly infringed, and unless enjoined by this Court, will continue to infringe, on the copyrights in the 860 Riverside Drive Photographs by, among other things, publishing the 860 Riverside Drive Photographs to various websites without the consent of the Plaintiff.

SECOND CAUSE OF ACTION
Direct Copyright Infringement
(against Defendants BRG and Kiernan)

98. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 97 as though fully set forth herein.

99. The 160 Claremont Photographs constitute copyrightable subject matter under the Copyright Act, 17 U.S.C. §§ 101, et seq. Plaintiff has recorded the copyrights in and to the 160 Claremont Photographs with the United States Copyright Office and have complied with all applicable statutory registration and renewal requirements.

100. Plaintiff owns the United States copyrights in the 160 Claremont Photographs and the exclusive right to reproduce the 160 Claremont Photographs, distribute copies of the 160 Claremont Photographs to the public and display the 160 Claremont Photographs publicly. Plaintiff is entitled to all of the protections and remedies for the 160 Claremont Photographs accorded to a copyright owner.

101. On information and belief, in direct violation of Plaintiff's exclusive rights, Defendants BRG and Kiernan have directly infringed, and unless enjoined by this Court, will continue to infringe, on the copyrights in the 160 Claremont Photographs by, among other things, publishing the 160 Claremont Photographs to various websites without the consent of the Plaintiff.

THIRD CAUSE OF ACTION
Vicarious Copyright Infringement
(Against Defendants Paul and Picken)

102. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 101 as though fully set forth herein.

103. On information and belief, Defendants Paul and Picken had the right, ability and responsibility to supervise Defendant Kiernan, and on information and belief, did supervise Kiernan in his unlawful preparation, duplication, and distribution of the 160 Claremont Photographs.

104. On information and belief, Defendants Paul and Picken enjoyed a direct financial benefit from the preparation, duplication, and distribution of the infringements of the 160 Claremont Photographs.

105. In direct violation of Plaintiff's exclusive rights, and as a consequence of the foregoing, Defendants Paul and Picken has vicariously infringed the copyrights in the 160 Claremont Photographs.

FOURTH CAUSE OF ACTION
Vicarious Copyright Infringement
(Against Defendants BRG, Saltzberg and Goodell)

106. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 105 as though fully set forth herein.

107. Under the doctrine of *respondeat superior*, Title 19 NYCRR, and New York State case law, it well established that a Licensed Real Estate Broker and its company brokers are vicariously liable for sales associate misconduct.

108. On information and belief, Defendants BRG, Saltzberg and Goodell had the right, ability and responsibility to supervise Defendant's sales associates including Kiernan, Paul and Picken, and on information and belief, did supervise Defendant's sales associates including Kiernan, Paul

and Picken, in their unlawful preparation, duplication, and distribution of the Totin Copyrighted Works.

109. On information and belief, Defendants BRG, Saltzberg and Goodell enjoyed a direct financial benefit from the preparation, duplication, and distribution of the infringements of the Totin Copyrighted Works.

110. In direct violation of Plaintiff's exclusive rights, and as a consequence of the foregoing, Defendants BRG, Saltzberg and Goodell have vicariously infringed the copyrights in the Totin Copyrighted Works.

FIFTH CAUSE OF ACTION
Contributory Copyright Infringement
(against Defendants BRG, Saltzberg and Goodell)

111. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110 as though fully set forth herein.

112. On information and belief, Defendants BRG, Saltzberg and Goodell knew or had reason to know that the publications of the Totin Copyrighted Works referenced in paragraphs 33 to 40 above are unauthorized reproductions of the Totin Copyrighted Works.

113. On information and belief, Defendants BRG, Saltzberg and Goodell induced, caused, and materially contributed to the unauthorized preparation, duplication, distribution, and public display of the Totin Copyrighted Works, both by permitting the 860 Riverside Drive Photographs to be placed and shared in the Bohemia Photo Library and by offering the 860 Riverside Drive Photographs to their agents for use in their apartment advertisements.

114. In violation of Plaintiffs' exclusive rights, Defendants BRG, Saltzberg and Goodell have contributed to the infringement and, unless enjoined by this Court, will continue to contribute to the infringement of the copyrights in the Totin Copyrighted Works.

SIXTH CAUSE OF ACTION

**Breach of Contract
(Against Defendant BRG)**

115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 114 as though fully set forth herein.

116. Defendant BRG breached the August 13, 2018 contract between Plaintiff and BRG by failing to destroy all copies of the 160 Claremont Photographs.

117. Defendant BRG breached the August 13, 2018 contract between Plaintiff and BRG by using the 160 Claremont Photographs in an internal database.

118. Defendant BRG breached the August 13, 2018 contract between Plaintiff and BRG by publishing the 160 Claremont Photographs to *<http://www.bohemiarealtygroup.com>*.

SEVENTH CAUSE OF ACTION

**Tortious Interference with a Contract
(Against Defendant BRG)**

119. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 118 as though fully set forth herein.

120. Plaintiff had a contract with third party Zillow.

121. Defendant BRG knew about Plaintiff's contract with Zillow at the time of the interference.

122. Defendant BRG intentionally interfered with the contract between Plaintiff and Zillow.

123. Defendant BRG's interference with the contract between Plaintiff and Zillow was improper.

124. Defendant BRG's conduct in interfering with the contract between Plaintiff and Zillow led to Zillow breaching its contract with Plaintiff.

125. As a direct and proximate result of Defendant BRG's interference with the contract between Plaintiff and Zillow, Plaintiff suffered damage.

EIGHTH CAUSE OF ACTION

Tortious Interference with Prospective Economic Advantage (Against Defendant BRG)

126. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 125 as though fully set forth herein.

127. The Plaintiff had a business relationship with the property manager of 160 Claremont Avenue and 860 Riverside Drive that authorized Plaintiff to advertise 160 Claremont Avenue and 860 Riverside Drive on the NYC Rental Network.

128. The business relationship with the property manager of 160 Claremont Avenue and 860 Riverside Drive had financially benefited Plaintiff in the past and was reasonably likely to continue benefit the Plaintiff financially.

129. Defendant BRG knew about Plaintiff's business relationship with the property manager of 160 Claremont Avenue and 860 Riverside Drive.

130. Defendant BRG intentionally interfered with Plaintiff's business relationship with the property manager of 160 Claremont Avenue and 860 Riverside Drive by causing the removal of Plaintiff's advertisements of 160 Claremont Avenue and 860 Riverside Drive from the NYC Rental Network.

131. Defendant BRG's interference with the Plaintiff's business relationship with the property manager of 160 Claremont Avenue and 860 Riverside Drive was improper.

132. Defendant BRG's conduct disrupted Plaintiff's business relationship with the property manager of 160 Claremont Avenue and 860 Riverside Drive.

133. As a direct and proximate result of Defendant BRG's interference with Plaintiff's business relationship with the property manager of 160 Claremont Avenue and 860 Riverside Drive, Plaintiff suffered damage.

NINTH CAUSE OF ACTION
Tortious Interference with Prospective Economic Relations
(Against Defendant BRG)

134. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 133 as though fully set forth herein.

135. Defendant BRG knows what importance the ability to advertise property on the NYC Rental Network is to Plaintiff's business.

136. Defendant BRG succeeded in its attempt to remove Plaintiff's advertising of 160 Claremont Avenue and 860 Riverside Drive on the NYC Rental Network.

137. Defendant BRG attempted to effectuate the removal of Plaintiff from the NYC Rental Network service.

138. Defendant BRG's interference with Plaintiff's advertising on the NYC Rental Network, as well as its continued infringement of the Plaintiff's copyrights, constituted a single and integrated course of conduct motivated by personal malevolence intended to cause economic injury to Plaintiff.

139. In attempting to interfere with Plaintiff's advertising, both on the NYC Rental Network and through its continued infringement of the Plaintiff's copyrights, Defendant BRG intended to, and did, interfere with Plaintiff's ability to generate leads from Plaintiff's advertisements.

140. In interfering with Plaintiff's ability to generate leads from Plaintiff's advertisements, Defendant BRG intended to prevent Plaintiff from earning income and thus cause Plaintiff economic injury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants as follows:

1. That the Court find that:
 - a. Defendant BRG has infringed the copyrights in the 860 Riverside Drive Photographs;

- b. Defendants BRG and Kiernan have infringed the copyrights in the 160 Claremont Photographs;
- c. Defendants Paul and Picken have vicariously infringed the copyrights in the 160 Claremont Photographs through the actions of Kiernan;
- d. Defendants BRG, Saltzberg and Goodell have vicariously infringed the copyrights in the Totin Copyrighted Works through the actions of Kiernan, Paul, Picken, and other agents;
- e. Defendants BRG, Saltzberg and Goodell have contributed to the infringement of the copyrights in the Totin Copyrighted Works by permitting the 860 Riverside Drive Photographs to be placed and shared in the Bohemia Photo Library;
- f. Defendant BRG has breached the August 13, 2018 contract between Plaintiff and BRG.
- g. Defendant BRG has interfered with Plaintiff's contract with Zillow Group;
- h. Defendant BRG has interfered with Plaintiff's business relationship with the property manager of 160 Claremont Avenue and 860 Riverside Drive; and
- i. Defendant BRG has interfered with Plaintiff's prospective economic relations.

2. That the Court enter a declaration that Defendant's publication of the Totin Copyrighted Works constitutes infringement of the Totin Copyrighted Works.

3. That the Court find that as a direct and proximate result of Defendants' foregoing acts, Plaintiff is entitled to the following damages:

- a. At Plaintiff's election, statutory damages of up to \$150,000 for each separate Totin Copyrighted Work infringed for willful infringement pursuant to 17 U.S.C. § 504(c), or Plaintiffs' actual damages sustained as a result of Defendant's acts of copyright infringement according to proof and Defendant's profits obtained as a result of their acts of copyright infringement according to proof;
- b. An amount to be determined by the Court for Defendant BRG's Breach of Contract;
- c. Punitive and compensatory damages, in an amount to be determined by the Court, for Defendant BRG's interference in Plaintiff's contracts and business relationships; and
- d. Plaintiff's reasonable attorneys' fees and costs pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101, et seq., and 17 U.S.C. § 505.

4. That the Court find that the threat of irreparable harm to Plaintiff as a result of Defendants' conduct leaves Plaintiff without adequate remedy at law, and therefore that Plaintiff is entitled to an injunction restraining Defendants, their agents, servants, employees, attorneys, successors, assigns, subsidiaries, and all persons, firms, and corporations acting in concert with them, from directly or indirectly infringing the copyrights in the Totin Copyrighted Works, including but not limited to continuing to distribute, market, advertise, promote, produce, sell, or offer for sale the Totin Copyright Works or any works derived or copied from the Totin Copyrighted Works, and from participating or assisting in any such activity whether or not it occurs in the United States.

5. That the Court enjoin Defendants, their agents, servants, employees, attorneys, successors, assigns, subsidiaries, and all persons, firms, and corporations acting in concert with them, from directly or indirectly infringing the copyrights in the Totin Copyrighted Works, including but not limited to continuing to distribute, copy, publicly perform, market, advertise, promote, produce, sell, or offer for sale the Totin Copyrighted Works or any works derived or copied from the Totin Copyrighted Works, and from participating or assisting in any such activity whether or not it occurs in the United States.

6. That the Court find that the threat of irreparable harm to Plaintiff as a result of Defendant BRG's conduct leaves Plaintiff without adequate remedy at law, and therefore that Plaintiff is entitled to an injunction restraining Defendants, their agents, servants, employees, attorneys, successors, assigns, subsidiaries, and all persons, firms, and corporations acting in concert with them, from directly or indirectly interfering in Plaintiff's contracts, business relationships and prospective economic relations.

7. That the Court enjoin Defendant BRG and its agents, servants, employees, attorneys, successors, assigns, subsidiaries, and all persons, firms, and corporations acting in concert with them, from directly or indirectly interfering in Plaintiff's contracts, business relationships and prospective economic relations

8. That the Court grant such other, further relief as it deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as provided by Rule 38 of the Federal Rules of Civil Procedure.

<SIGNATURE PAGE TO FOLLOW>

Dated: September 21, 2021
New York, New York

Respectfully submitted,

BRIAN TOTIN, PRO SE

*s/ Brian Totin*_____.

Brian Totin
PO Box 230581
New York, NY 10023
(917)-881-1830
brian@briantotin.com

EXHIBIT A

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Karen Leigh Clayett

Acting United States Register of Copyrights and Director

Registration Number

VA 2-098-415

Effective Date of Registration:

April 14, 2018

Copyright Registration for a Group of Published Photographs

Registration issued pursuant to 37 C.F.R. § 202.4(i)

For Photographs Published: January 02, 2018 to March 30, 2018

Title

Title of Group: Published works of Brian Totin, 2018, Vol 1
Number of Photographs in Group: 190

- Individual Photographs:** 0102 I phone booth.jpg, 0104 I snow 1.jpg, 0104 I snow 2.jpg, 0104 I snow 3.jpg, 0107 I icy hudson.jpg, 0114 cornice.jpg, 0117 I west side story.jpg, 0120 I sage.jpg, 0122 I dorilton.jpg, 0122 I spooky.jpg, 0128 I plane.jpg, 0129 I space.jpg, 0130 I Beach.jpg, 101W73a1fbr.jpg, 101W73a1fk.jpg, 101W73a1flav.jpg, 101W73a1flr2.jpg, 101W73a1fmr1.jpg, 106W80abfbs.jpg, 106W80abfk h.jpg, 106W80abfk.jpg, 106W80abflav.jpg, 106W80abflav2.jpg, 106W80abflr2.jpg, 106W80abfmr1.jpg, 106W80abfmr3.jpg, 128w81a9br1.jpg, 128w81a9k.jpg, 128w81a9lav.jpg, 128w81a9lr.jpg, 148w70a13k.jpg, 148w70a13mr1.jpg, 148w70a13mr2.jpg, 148w70a13mr3.jpg, 160clarea5cbr1.jpg, 160clarea5cbr2.jpg, 160clarea5ck.jpg, 160clarea5clav.jpg, 160clarea5clr1.jpg, 160clarea5clr2.jpg, 160clarea5clr3.jpg, 204W96a4cbr.jpg, 204W96a4ck1.jpg, 204W96a4clav v.jpg, 204W96a4clav.jpg, 204W96a4clr.jpg, 344WEAa5br.jpg, 344WEAa5dr1.jpg, 344WEAa5k.jpg, 344WEAa5lav v.jpg, 344WEAa5lav.jpg, 344WEAa5lr1.jpg, 344WEAa5lr2.jpg, 413E82a3ak.jpg, 413E82a3alav.jpg, 413E82a3amr1.jpg, 413E82a3amr2.jpg, 413E82a3amr3.jpg, 47w84a3sbr.jpg, 47w84a3sk.jpg, 47w84a3slav.jpg, 47w84a3slr1.jpg, 47w84a3slr2.jpg, 752WEAa12hbr.jpg, 752WEAa12hk.jpg, 752WEAa12hlav.jpg, 752WEAa12hrl1.jpg, 752WEAa12hrl2.jpg, 860RDSa5eBR.jpg, 860RDSa5ek.jpg, 860RDSa5elav.jpg, 860RDSa5elr.jpg,

Published: January 2018

- Individual Photographs:** 0201 volcano.jpg, 0203 I CA road.jpg, 0204 I hudson yards.jpg, 0205 gramont.jpg, 0208 I desk.jpg, 0211 I Trader Joes.jpg, 0212 I Church Deconstructed II.jpg, 0214 I vday.jpg, 0219 I Ansonia.jpg, 0226 I brownstones.jpg, 0228 I plant.jpg, 148w70a13ak.jpg, 148w70a13amr1.jpg, 148w70a13amr2.jpg, 148w70a17loft.jpg, 148w70a17mr1.jpg, 148w70a17mr2c.jpg, 148w70a17mr3.jpg, 160clarea4lbr1.jpg, 160clarea4lbr2a.jpg, 160clarea4lbr2b.jpg, 160clarea4IK2.jpg, 160clarea4llav1.jpg, 160clarea4llav2.jpg, 160clarea4llr1.jpg, 160clarea4llr2.jpg, 202W96a4cbr1.jpg, 202W96a4clav.jpg, 202W96a4clr1.jpg, 364W30a4closet.jpg, 364W30a4k.jpg, 364W30a4lav.jpg, 364W30a4mr1.jpg, 364W30a4mr2.jpg, 423Amsterdama5dbr1.jpg, 423Amsterdama5dk.jpg, 423Amsterdama5dlav.jpg, 423Amsterdama5dLR.jpg, 785WEAa16bbr1a.jpg, 785WEAa16bbr1b.jpg, 785WEAa16bbr2.jpg,

785WEAa16bdr.jpg, 785WEAa16bk.jpg, 785WEAa16blav.jpg,
785WEAa16blr1b.jpg, 785WEAa16blr2.jpg, 785WEAa16bmaids.jpg,

Published: February 2018

- **Individual Photographs:** 0307 I bikes.jpg, 0308 I bpnes.jpg, 0310 I cranes.jpg, 0312 I bench.JPG, 0319 steeple.jpg, 0321 I snow.jpg, 0326 I blueglass.jpg, 104w80a11k.jpg, 104w80a11lav.jpg, 104w80a11mr1.jpg, 104w80a11mr2.jpg, 158w81a72br1.jpg, 158w81a72br2.jpg, 158w81a72k.jpg, 158w81a72lav.jpg, 158w81a72lr1.jpg, 158w81a72lr2.jpg, 160clarea1cbr1.jpg, 160clarea1ck.jpg, 160clarea1clav.jpg, 160clarea1clr.jpg, 160clarea6jbr.jpg, 160clarea6jk.jpg, 160clarea6jlav.jpg, 160clarea6jlr.jpg, 243w107a4ebr1a.jpg, 243w107a4ebr2.jpg, 243w107a4ebr3.jpg, 243w107a4ek.jpg, 243w107a4elav.jpg, 243w107a4elr1.jpg, 243w107a4elr2.jpg, 243w107a4elr3.jpg, 364w30a1br1.jpg, 364w30a1br2a.jpg, 364w30a1br2b.jpg, 364w30a1g2.jpg, 364w30a1garden.jpg, 364w30a1k.jpg, 364w30a1lav1.jpg, 364w30a1lav1a.jpg, 364w30a1lav2.jpg, 364w30a1lr.jpg, 364W30a4lav2.jpg, 45w76a3br.jpg, 45w76a3k.jpg, 45w76a3lav.jpg, 45w76a3lr.jpg, 45w76a3lr2.jpg, 47w90a1p1.jpg, 47w90a1p2.jpg, 47w90a1p3.jpg, 55w74a2bbr1.jpg, 55w74a2bbr2.jpg, 55w74a2bk.jpg, 55w74a2blav.jpg, 55w74a2blr2.jpg, 55w74a2blr3.jpg, 55w74a2blr4.jpg, 72wadsa6Gbr.jpg, 72wadsa6Gk.jpg, 72wadsa6Glav.jpg, 72wadsa6Glr1.jpg, 72wadsa6Glr2.jpg, 860RSDa2Kk.jpg, 860RSDa2Kk2.jpg, 860RSDa2Klav i.jpg, 860RSDa2Klav.jpg, 860RSDa2Kmr1.jpg, 860RSDa2Kmr2.jpg,

Published: March 2018

Completion/Publication

Year of Completion: 2018
Earliest Publication Date in Group: January 02, 2018
Latest Publication Date in Group: March 30, 2018
Nation of First Publication: United States

Author

- **Author:** Brian Totin
Author Created: photographs
Citizen of: United States
Year Born: 1976

Copyright Claimant

Copyright Claimant: Brian Totin
 PO Box 230581, New York, NY, 10023, United States

Rights and Permissions

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New York, NY 10023 United States

Certification

Name: Brian Totin
Date: April 14, 2018

Copyright Office notes: Regarding title information: Deposit contains complete list of titles that correspond to the individual photographs included in this group.

Regarding group registration: A group of published photographs may be registered on one application with one filing fee only under limited circumstances. ALL of the following are required: 1. All photographs (a) were created by the same author AND (b) are owned by the same copyright claimant AND (c) were published in the same calendar year AND 2. The group contains 750 photographs or less AND 3. A sequentially numbered list of photographs containing the title, file name and month of publication for each photograph included in the group must be uploaded along with other required application materials. The list must be submitted in an approved document format such as .XLS or .PDF. The file name for the numbered list must contain the title of the group and the Case Number assigned to the application.

EXHIBIT B

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Acting United States Register of Copyrights and Director

Registration Number

VA 2-115-414

Effective Date of Registration:

June 28, 2018

Copyright Registration for a Group of Published Photographs

Registration issued pursuant to 37 C.F.R. § 202.4(i)

For Photographs Published: April 01, 2018 to June 28, 2018

Title

Title of Group: Published works of Brian Totin, 2018, Vol 2
Number of Photographs in Group: 217

- **Individual Photographs:** 47w90a1k1.jpg, 47w90a1k2.jpg, 47w90a1lav.jpg, 47w90a1mr1.jpg, 47w90a1mr2.jpg, 88washa1rstairs.jpg, 160clarea4fbr 2.jpg, 160clarea4flav.jpg, 160clarea4flr.jpg, 206w96a5dbr1.jpg, 206w96a5dbr2.jpg, 206w96a5dk insta.jpg, 206w96a5dk.jpg, 206w96a5dlav insta.jpg, 206w96a5dlav.jpg, 206w96a5dlr.jpg, 364w30a5br1.jpg, 364w30a5br2.jpg, 364w30a5k.jpg, 364w30a5lav.jpg, 364w30a5lr.jpg, 0401 i easter.jpg, 0402 i harlem.jpg, 423amsta4bk.jpg, 423amsta4blav.jpg, 423amsta4blr1.jpg, 423amsta4blr2.jpg, 423amsta4dk.jpg, 423amsta4dlav.jpg, 423amsta4dlr.jpg, 785weaa16cbr1a.jpg, 785weaa16cbr1b.jpg, 785weaa16cbr2a.jpg, 785weaa16cbr2b.jpg, 785weaa16ck.jpg, 785weaa16clav.jpg, 785weaa16clr1.jpg, 785weaa16clr2.jpg, 785weaa16clr3.jpg, 860rsda2kknew.jpg,

Published: April 2018

- **Individual Photographs:** 6w90a1br.jpg, 6w90a1br2.jpg, 6w90a1k.jpg, 6w90a1lav.jpg, 6w90a1lr1.jpg, 6w90a1lr2.jpg, 47w87a2bk.jpg, 47w87a2blav.jpg, 47w87a2blr1.jpg, 47w87a2blr2.jpg, 47w87a2bveranda.jpg, 47w87a4ak.jpg, 47w87a4alav.jpg, 47w87a4amr1.jpg, 47w87a4amr2.jpg, 47w87a4amr3.jpg, 55w75a5br1.jpg, 55w75a5k.jpg, 55w75a5lav.jpg, 55w75a5lr1.jpg, 55w75a5lr2.jpg, 100w76a3sbr1.jpg, 100w76a3sbr2.jpg, 100w76a3sbr3.jpg, 100w76a3sdr1.jpg, 100w76a3sdr2.jpg, 100w76a3sk.jpg, 100w76a3slav1.jpg, 100w76a3slav2.jpg, 100w76a3slr1.jpg, 100w76a3slr2.jpg, 100w76a4sbr3.jpg, 100w76a4sbr1a.jpg, 100w76a4sbr1b.jpg, 100w76a4sbr2.jpg, 100w76a4scloset.jpg, 100w76a4sdr1.jpg, 100w76a4sdr2.jpg, 100w76a4sk.jpg, 100w76a4slav1.jpg, 100w76a4slav2.jpg, 100w76a4slr1.jpg, 100w76a4slr2.jpg, 185e3a4dbr.jpg, 185e3a4dk.jpg, 185e3a4dlav.jpg, 185e3a4dlr.jpg, 230w108a1dbr1.jpg, 230w108a1dbr1b.jpg, 230w108a1dbr2.jpg, 230w108a1dbr3.jpg, 230w108a1dk.jpg, 230w108a1dlav.jpg, 230w108a1dlr1.jpg, 230w108a1dlr2.jpg, 250w104a41br.jpg, 250w104a41br2.jpg, 250w104a41dr.jpg, 250w104a41k.jpg, 250w104a41lav.jpg, 250w104a41lr.jpg, 250w104a41maids.jpg, 304w30a12mr1.jpg, 304w30a12MR2.jpg, 304w102a3abr1.jpg, 304w102a3abr2.jpg, 304w102a3ak.jpg, 304w102a3alav.jpg, 304w102a3alr1.jpg, 304w102a3alr2.jpg, 0504flowers.jpg, 0529via.jpg,

Published: May 2018

- **Individual Photographs:** 22w77a35br2.jpg, 22w77a35br12.jpg, 22w77a35k.jpg, 22w77a35lav.jpg, 22w77a35lr1.jpg, 22w77a35LR2.jpg, 22w77a35lr3.jpg, 44w72a4Ck1.jpg, 44w72a4Clav.jpg, 44w72a4Cmr1.jpg, 44w72a4Cmr2.jpg, 45w76a4abr1.jpg, 45w76a4abr2.jpg, 45w76a4ak.jpg, 45w76a4alav.jpg, 45w76a4alr.jpg, 45w76a4ater.jpg, 106w80a1rbr1.jpg, 106w80a1rBR2.jpg, 106w80a1rbr3.jpg, 106w80a1rk.jpg, 106w80a1rlav1.jpg, 106w80a1rlav2.jpg, 106w80a1rlr1.jpg, 106w80a1rlr2.jpg, 148w70a4br.jpg, 148w70a4k.jpg, 148w70a4lav.jpg, 148w70a4lr1.jpg, 148w70a4lr2.jpg, 202w96a3abr1.jpg, 202w96a3abr2.jpg, 202w96a3ak.jpg, 202w96a3alav.jpg, 202w96a3alr.jpg, 250w104a83br1.jpg, 250w104a83br2.jpg, 250w104a83dr.jpg, 250w104a83k.jpg, 250w104a83lav.jpg, 250w104a83lr.jpg, 250w104a94br1.jpg, 250w104a94br2.jpg, 250w104a94dr.jpg, 250w104a94hall.jpg, 250w104a94k.jpg, 250w104a94lav.jpg, 250w104a94lr.jpg, 309w84a7k.jpg, 309w84a7lav.jpg, 309w84a7mr1.jpg, 309w84a7mr2.jpg, 310w89a3Fbr1.jpg, 310w89a3Fbr2.jpg, 310w89a3Fk.jpg, 310w89a3Flav.jpg, 310w89a3Flr1.jpg, 310w89a3Flr2.jpg, 556w156a5br.jpg, 556w156a5k.jpg, 556w156a5lav.jpg, 556w156a5lr.jpg, 560w151aE4br.jpg, 560w151aE4k.jpg, 560w151aE4lav.jpg, 560w151aE4lr.jpg, 0625 i pothole.jpg, 685e226a1br1.jpg, 685e226a1br2.jpg, 685e226a1lav.jpg, 685e226a1lr1.jpg, 685e226a1lr2.jpg, 685e226a2br1.jpg, 685e226a2br2.jpg, 685e226a2br3.jpg, 685e226a2lav.jpg, 685e226a2lr1.jpg, 685e226a2lr2.jpg, 685e226a3br1.jpg, 685e226a3br2.jpg, 685e226a3br3.jpg, 685e226a3br4.jpg, 685e226a3lav.jpg, 685e226a3lr1.jpg, 685e226a3lr2.jpg, 685e226a4br1.jpg, 685e226a4br2.jpg, 685e226a4br3.jpg, 685e226a4LAV.jpg, 685e226a4lr1.jpg, 685e226a4lr2.jpg, 685e226outsideA.jpg, 685e226outsideB.jpg, 785weaa17dbr1.jpg, 785weaa17dbr2.jpg, 785weaa17dk.jpg, 785weaa17dk2.jpg, 785weaa17dlav.jpg, 785weaa17dlr1.jpg, 785weaa17dlr2.jpg, 1838acpA11br1.jpg, 1838acpA11br2.jpg, 1838acpA11k.jpg, 1838acpA11lav.jpg, 1838acpA11lr.jpg,

Published: June 2018

Completion/Publication

Year of Completion: 2018
Earliest Publication Date in Group: April 01, 2018
Latest Publication Date in Group: June 28, 2018
Nation of First Publication: United States

Author

- **Author:** Brian Totin
Author Created: photographs
Work made for hire: No
Citizen of: United States
Domiciled in: United States
Year Born: 1976

Copyright Claimant

Copyright Claimant: Brian Totin
 PO Box 230581, New York, NY, 10023, United States

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Rights and Permissions

Name: Brian Totin
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New York, NY 10023 United States

Certification

Name: Brian Totin
Date: June 28, 2018

Copyright Office notes: Regarding title information: Deposit contains complete list of titles that correspond to the individual photographs included in this group.

Regarding group registration: A group of published photographs may be registered on one application with one filing fee only under limited circumstances. ALL of the following are required: 1. All photographs (a) were created by the same author AND (b) are owned by the same copyright claimant AND (c) were published in the same calendar year AND 2. The group contains 750 photographs or less AND 3. A sequentially numbered list of photographs containing the title, file name and month of publication for each photograph included in the group must be uploaded along with other required application materials. The list must be submitted in an approved document format such as .XLS or .PDF. The file name for the numbered list must contain the title of the group and the Case Number assigned to the application.

EXHIBIT C



"860RSDa2Klav.jpg"



"860RSDa2Kmr1.jpg"



"860RSDa2Kmr2.jpg"



"860RSDa2kknew.jpg"

EXHIBIT D

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Kay A. Lusk

Acting United States Register of Copyrights and Director

Registration Number

VA 2-096-797

Effective Date of Registration:

March 07, 2018

Copyright Registration for a Group of Published Photographs

Registration issued pursuant to 37 C.F.R. § 202.4(i)

For Photographs Published: January 03, 2017 to September 28, 2017

Title

Title of Group: Published works of Bri n Totin, 2017, Vol 1
Number of Photographs in Group: 717

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Author

- Author:** Brian Totin
Author Created: photographs
Citizen of: United States
Year Born: 1976

Copyright Claimant

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Certification

Name: Brian Totin
Date: March 07, 2018

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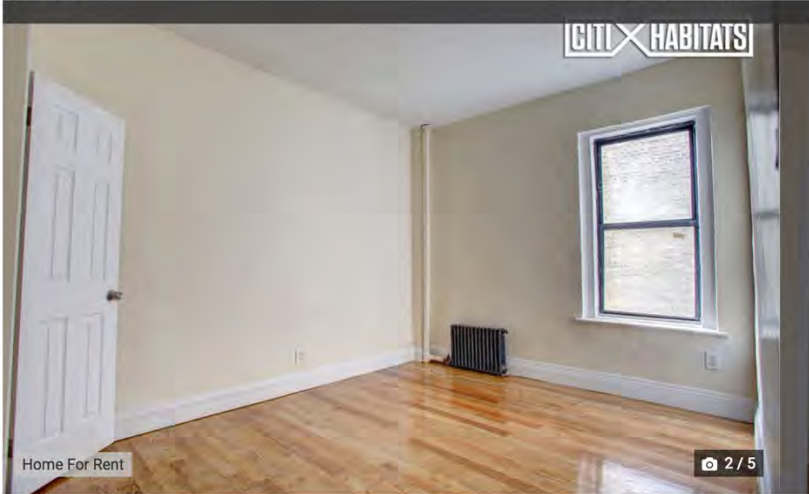
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Home For Rent

2 / 5

0 beds1 bath0 sq ft

Map

Commute Time

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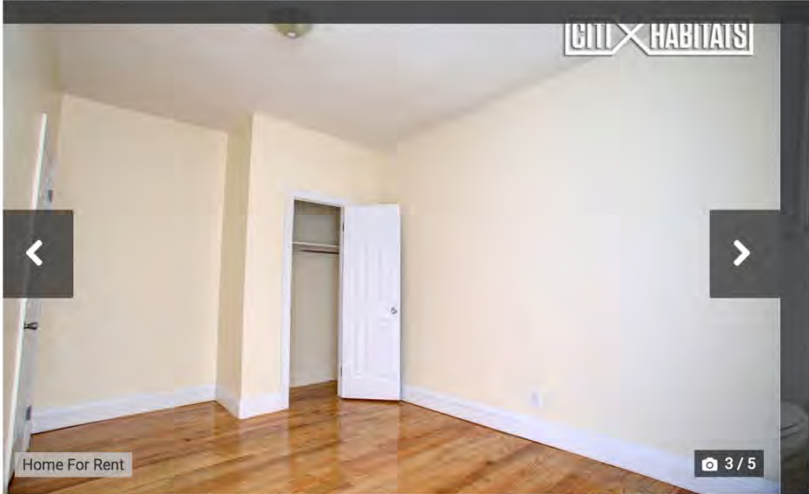
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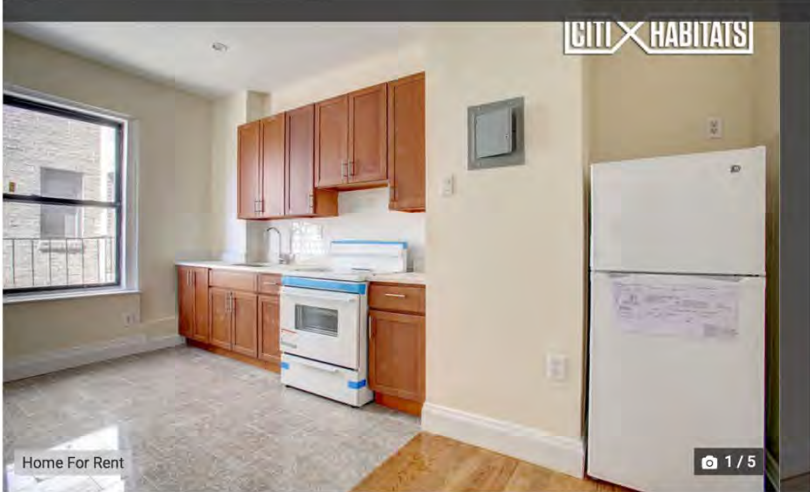
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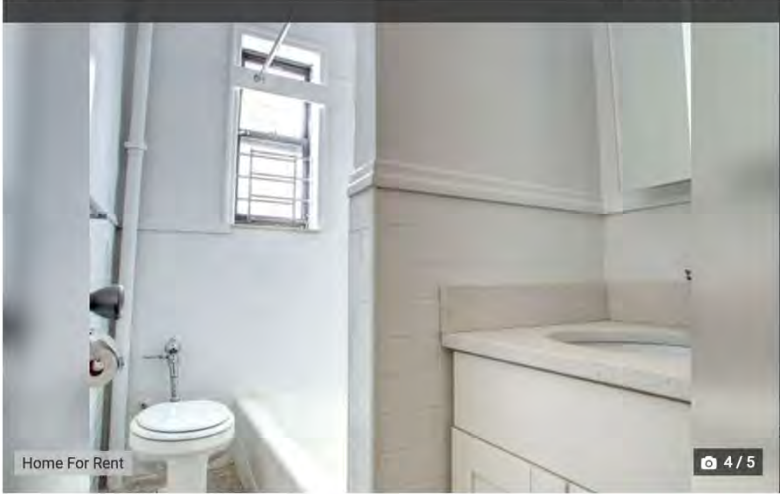
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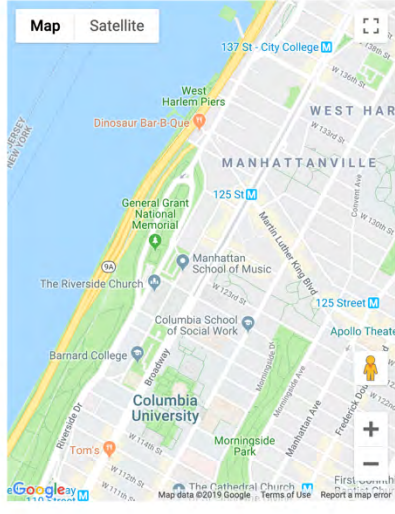
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160 Claremont Avenue



\$2,900/Month

Map Satellite



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Back 9

Backwood

Backwood

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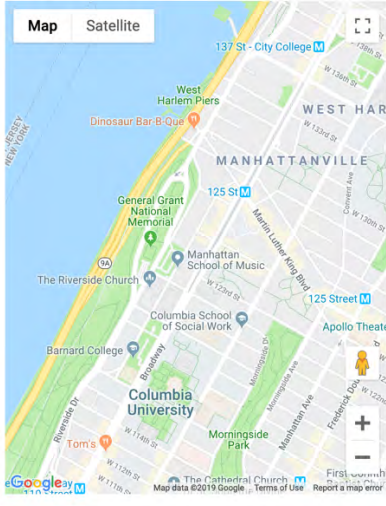
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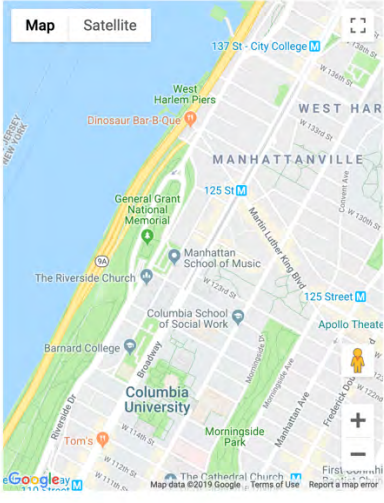
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160 Claremont Avenue

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Photo: 9

Hardwood

Laundry

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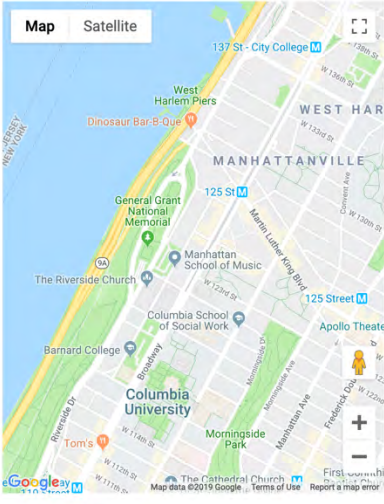
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Post: \$2,900

Photo: 9

Hardwood

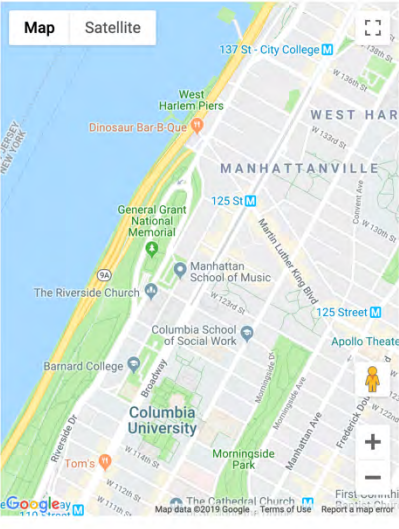
Laundry

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160 Claremont Avenue



\$2,900/Month



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FINANCIALS	ESSENTIALS	FEATURES	BUILDING		
Rent: \$2,900	Beds: 2	Furnished	Leases		